

IN THE UNITED STATES' DISTRICT COURT
DISTRICT OF MASSACHUSETTS
BOSTON DIVISION

FILED 17 FEB 2004

CLERK OF COURT

DOCKET NO:

JUNE NURSE -
Plaintiff

vs.

SINGER & SERGER CENTER -
Defendant

COMPLAINT

These would be the bases for the head.

01) The Plaintiff ordered a sowing machine from the Defendant in the amount of \$387.00. The Plaintiff paid for it on February 17th, 2002 and hitherto, the Plaintiff had not received the sowing machine from the Defendant. The Defendant consistently reneged on its promises to deliver the sowing machine to the Defendant.

02) Undoubtedly, the Defendant's conduct qualified for *unjust enrichment, unconscionability, material misrepresentation of fact, breach of contract, conduct causing deprivation, deprivation of property interest, liberty of contracts*, et cetera.

03) It would not be unintelligent to saying that the Defendant's conduct violated Federal and Massachusetts' statutory provisions. [15 USC; 28 USC Section 1337; 42 USC Sections 1991 and 1985(3); M.G.L.c. 93 and 93A]

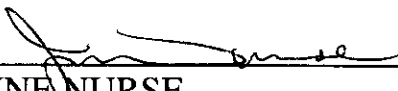
04) The Defendant created a contractual relationship with the Plaintiff and elected to breach the contract without legitimate reason. What prevailed would never be associated with *natural frustration*, but self-induced frustration. That never mitigated the annoying conduct of the Defendant in the eye of the law or relinquish the Defendant the Defendant from its legal obligations. Therefore, it would be lawful for the Plaintiff to rescind the so-called contractual relationship on its entirety and embark on the necessary measures to be reimbursed [the said amount paid to the Defendant without commensurable benefit to the Plaintiff] Of course, breach of contract had nothing to do with natural frustration as already point. Obviously, the Defendant knowingly breached the contract. To the Defendant the contract was nothing, but a *contract of adhesion*. Therefore, there could be rules and regulations in Iraq, but none in the United States, in a manner of speaking.

05) The case solidly had bearings on Title 15 [as already pointed out] Reiteratively, it equally had bearings o the Massachusetts' General

Law Chapters 93 and 93A. They ranged from fraud, misrepresentation of fact, breach of contract, acts constituting unfair or deceptive acts or practices, contracts, generally, acts constituting unfair deceptive acts or practice, fraud, acts constituting unfair or deceptive acts or practices.

06) The ugly state of things would not be dissociated from the Defendant's knowingly violation of "*impact rule*," thus "*intentional infliction of emotional distress, negligent infliction of emotional distress: bystander recovery and negligent infliction of emotional distress: recovery without proof of physical harm.*"

The Plaintiff demanded punitive and compensatory damages [from the Defendant] in the amount of \$350,000.00, refund of the \$387.00 [paid to the Defendant] and the sowing machine, which its delivery was botched [knowingly] The monetary compensation would be with interest. Cost would be excluded.



JUNE NURSE,
P. O. Box 1351,
Boston, MA 02117-1351.
Telephone # (617) 522 9163

Dated in Boston, Massachusetts on Tuesday – March 02nd – 2004.

and Serger Center
 2020 Preston Highway
 5620 Louisville, KY 40219
 (502) 969-9692
 33579

Name JUNE NURSE Date 2-17-02
 Address 12 ADELSON ST
 City Douglas MA State MA Zip 02137 Phone 617 474-9466

Item Of Purchase	Quantity	Price
6510	1	348
M58	1	39
USA 4237 0973	1269	8018
387		
387 Total Amount		348
387 Product Cost		348
Tax		

Cash _____ Check# _____ MC _____ Visa _____ Disc _____ AE _____

All Sales Final / No Refunds / Exchange only

For Office Use Only

Signature Required by purchaser:

All Products are covered by our Service Warranty plus the manufactures Warranty. If you have any problems with this product please notify us for repair or replacement at 1-888-969-9722. All sales are final, defective products will be exchanged for new merchandise only. Some fees may apply for shipping or restocking of items returned.

MBTA EMPLOYEES CREDIT UNION
 OFFICIAL CHECK

MBTA Employees Credit Union
 147 West Fourth Street
 South Boston, MA 02127

53-8355
 2110

No. 2065185

Date Feb 26, 2002

*** Exactly \$387.00 ***

*****387.00 Amount

PAY
 TO THE ORDER OF
 ELIZABETH NURSE
 OR
 SINGER AND SERGER CENTER

VOID AFTER 60 DAYS

Philip M. D. [Signature]
[Signature]

AUTHORIZED SIGNATURES

2065185 211083557

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